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*Attorneys for Defendants*  
*Navient Corporation and Navient Solutions, LLC*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

BRIAN MANETTA, SERGIO PEREIRA,  
ESTHER SYGAL-PEREIRA, MATTHEW  
MARKOSIAN, NAIMISH BAXI,  
HARVEY MINANO, SYDNEY PECK,  
MAHMUD IBRAHIM, and GEORGE  
AMORES, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

NAVIENT CORPORATION, NAVIENT  
SOLUTIONS, LLC f/k/a NAVIENT  
SOLUTIONS, INC. f/k/a SALLIE MAE,  
INC., and SLM CORPORATION,

Defendants

Civil Action No.  
2:20-cv-07712-SDW-LDW

**DEFENDANT NAVIENT  
CORPORATION'S  
ANSWER TO PLAINTIFFS'  
COMPLAINT**

Defendant Navient Corporation (“Navient Corp.”), by and through undersigned counsel, hereby files its Answer and Affirmative Defenses to the Complaint (the “Complaint”) of plaintiffs Brian Manetta (“Manetta”), Sergio Pereira (“Pereira”) Ester Sygal-Pereira (“Sygal-Pereira”), Matthew Markosian (“Markosian”), Naimsih Baxi (“Baxi”), Harvey Minano (“Minano”), Sydney Peck (“Peck”), Mahmud Ibrahim (“Ibrahim”) and George Amores (“Amores,” and together with Manetta, Pereira, Sygal-Pereira, Markosian, Baxi, Minano and Ibrahim, “Plaintiffs”) and states as follows:

Answering Plaintiffs’ opening paragraphs, Navient Corp. states that Plaintiffs purport to bring this action for unlawful acts and practices. Further, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

### **INTRODUCTION**

1. Answering Paragraph 1 of the Complaint, Navient Corp. states that Plaintiffs purport to bring this action for violations of the New Jersey Consumer Fraud Act, the Delaware Consumer Fraud Act, the Florida Deceptive and Unfair Trade Practices Act, and the New York General Business Law. Except as

expressly stated, Navient Corp. denies each and every other allegation set forth therein.

2. Answering Paragraph 2 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Navient Corp. further states that statements of the Board of Governors of the Federal Reserve System speak for themselves and denies any allegations that are inconsistent therewith.

3. Answering Paragraph 3 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Navient Corp. further states that Richard Howells, *Student Loan Debt Statistics In 2020: A Record \$1.6 Trillion*, speaks for itself and denies any allegations that are inconsistent therewith.

4. Answering Paragraph 4 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Navient Corp. further states that Richard Howells, *Student Loan Debt Statistics In 2020: A Record \$1.6 Trillion*, speaks for itself and denies any allegations that are inconsistent therewith.

5. Answering Paragraph 5 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

6. Answering Paragraph 6 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Navient Corp. further states that *TIAA-MIT Age Lab Study Finds Student Loan Debt Significantly Impacts Retirement Savings, Longevity Planning and Family Relationships* speaks for itself and denies any allegations that are inconsistent therewith.

7. Paragraph 7 consists of allegations to which no response is required as they are not directed to Navient Corp., which is a separate and distinct entity from Navient Solutions, LLC (“NSL”).

8. Answering Paragraph 8 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

9. Answering Paragraph 9 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein.

10. Answering Paragraph 10 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

11. Answering Paragraph 11 of the Complaint, Navient Corp. denies the allegations set forth therein.

12. Answering Paragraph 12 of the Complaint, Navient Corp. denies the allegations set forth therein.

13. Answering Paragraph 13 of the Complaint, Navient Corp. denies the allegations set forth therein.

14. Answering Paragraph 14 of the Complaint, Navient Corp. denies the allegations stated therein.

15. Answering Paragraph 15 of the Complaint, Navient Corp. denies the allegations stated therein.

16. Answering Paragraph 16 of the Complaint, Navient Corp. denies the allegations stated therein.

17. Answering Paragraph 17 of the Complaint, Navient Corp. denies the allegations stated therein.

18. Answering Paragraph 18 of the Complaint, Navient Corp. denies the allegations stated therein.

19. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

20. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

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22. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

23. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

24. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

25. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

26. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

27. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

28. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

29. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

30. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

31. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

32. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

33. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

34. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

35. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

36. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

## **PARTIES**

### **I. PLAINTIFFS**

37. Answering Paragraph 37 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

38. Answering Paragraph 38 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

39. Answering Paragraph 39 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.



40. Answering Paragraph 40 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

41. Answering Paragraph 41 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

42. Answering Paragraph 42 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

43. Answering Paragraph 43 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

44. Answering Paragraph 44 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

45. Answering Paragraph 45 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

## **II. DEFENDANTS**

46. Answering Paragraph 46 of the Complaint, Navient Corp. admits the allegations set forth therein.

47. Answering Paragraph 47 of the Complaint, Navient Corp. states that it is the parent of NSL.

48. Answering Paragraph 48 of the Complaint, Navient Corp. admits the allegations stated therein.

49. Answering Paragraph 49 of the Complaint, Navient Corp. denies the allegations stated therein.

50. Answering Paragraph 50 of the Complaint, Navient Corp. admits the allegations stated therein.

51. Answering Paragraph 51 of the Complaint, Navient Corp. denies the allegations stated therein.

52. Answering Paragraph 52 of the Complaint, Navient Corp. admits the allegations stated therein.

53. Answering Paragraph 53 of the Complaint, Navient Corp. states that Plaintiffs purport to assert claims against it in this action.

54. Answering Paragraph 54 of the Complaint, Navient Corp. states that Plaintiffs purport to assert claims against NSL.

55. Answering Paragraph 55 of the Complaint, Navient Corp. states that NSL is a subsidiary of Navient Corp. and services student loans. Except as expressly stated, Navient Corp. denies each and every other allegation stated therein.

56. Answering Paragraph 56 of the Complaint, Navient Corp. admits that Navient Solutions, Inc. converted to a limited liability company effective January 31, 2017. Navient Corp. otherwise denies the allegations stated therein.

57. Answering Paragraph 57 of the Complaint, Navient Corp. denies the allegations stated therein.

58. Answering Paragraph 58 of the Complaint, Navient Corp. denies the allegations stated therein.

59. Answering Paragraph 59 of the Complaint, Navient Corp. states that it files annual reports and other required filings with the Securities and Exchange Commission, and otherwise denies the allegations therein.

60. Answering Paragraph 60 of the Complaint, Navient Corp. denies the allegations stated therein.

61. Answering Paragraph 61 of the Complaint, Navient Corp. denies the allegations stated therein.

62. Answering Paragraph 62 of the Complaint, Navient Corp. denies the allegations stated therein.

### **JURISDICTION AND VENUE**

63. Answering Paragraph 63 of the Complaint, Navient Corp. states that this Court has subject matter jurisdiction. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

64. Answering Paragraph 64 of the Complaint, Navient Corp. states that this Court has personal jurisdiction. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

65. Answering Paragraph 65 of the Complaint, Navient Corp. states that it does not contest venue for this action only. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

### **FACTUAL ALLEGATIONS**

66. Answering Paragraph 66 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

67. Answering Paragraph 67 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

68. Paragraph 68 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 68.

69. Answering Paragraph 69 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as

expressly stated, Navient Corp. denies each and every other allegation set forth therein.

70. Answering Paragraph 70 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

71. Answering Paragraph 71 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

72. Answering Paragraph 72 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required; to the extent a response is required, Navient Corp. states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith.

73. Answering Paragraph 73 of the Complaint, Navient Corp. denies the allegations set forth therein.

**I. DEFENDANTS ARE FINANCIALLY MOTIVATED TO MAINTAIN HIGH PRINCIPAL BALANCES FOR AS LONG AS POSSIBLE TO BOOST INTEREST INCOME.**

74. Answering Paragraph 74 of the Complaint, Navient Corp. denies the allegations set forth therein.

75. Answering Paragraph 75 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required; however, to the extent a response is required, Navient Corp. states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith.

76. Answering Paragraph 76 of the Complaint, Navient Corp. denies the allegations set forth therein.

77. Answering Paragraph 77 of the Complaint, Navient Corp. denies the allegations set forth therein.

**II. PAYMENTS TOWARD PRINCIPAL HAVE A SIGNIFICANT IMPACT ON THE DURATION AND TOTAL COST OF A LOAN**

78. Answering Paragraph 78 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

79. Answering Paragraph 79 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

80. Answering Paragraph 80 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

81. Answering Paragraph 81 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

82. Answering Paragraph 82 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.



83. Answering Paragraph 83 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

84. Answering Paragraph 84 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

85. Answering Paragraph 85 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**III. DEFENDANTS SYSTEMATICALLY MISALLOCATE PAYMENTS DISPROPORTIONATELY TO INTEREST INSTEAD OF PRINCIPAL.**

86. Answering Paragraph 86 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as

expressly stated, Navient Corp. denies each and every other allegation set forth therein.

87. Answering Paragraph 87 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

88. Answering Paragraph 88 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

89. Answering Paragraph 89 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

90. Answering Paragraph 90 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as

expressly stated, Navient Corp. denies each and every other allegation set forth therein.

91. Answering Paragraph 91 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

92. Answering Paragraph 92 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

93. Answering Paragraph 93 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

94. Answering Paragraph 94 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as

expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Baxi Misallocation – Principal/Interest**

95. Answering Paragraph 95 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Ibrahim Misallocation – Principal/Interest**

96. Answering Paragraph 96 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

97. Answering Paragraph 97 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

98. Answering Paragraph 98 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Manetta Misallocation – Principal/Interest**

99. Answering Paragraph 99 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

100. Answering Paragraph 100 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

101. Answering Paragraph 101 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Markosian Misallocation – Principal/Interest**

102. Answering Paragraph 102 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

103. Answering Paragraph 103 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

104. Answering Paragraph 104 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Peck Misallocation – Principal/Interest**

105. Answering Paragraph 105 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

106. Answering Paragraph 106 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

107. Answering Paragraph 107 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

108. Answering Paragraph 108 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

109. Answering Paragraph 109 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

110. Answering Paragraph 110 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**IV. DEFENDANTS SYSTEMATICALLY ALLOCATE MONTHLY PAYMENTS TO LOANS WITH LOWER INTEREST RATES AS OPPOSED TO LOANS WITH HIGHER INTEREST RATES**

111. Answering Paragraph 111 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.



112. Answering Paragraph 112 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

113. Answering Paragraph 113 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

114. Answering Paragraph 114 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

115. Answering Paragraph 115 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Baxi Misallocation – Lower Interest Loans**

116. Answering Paragraph 116 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

117. Answering Paragraph 117 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

118. Answering Paragraph 118 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Ibrahim Misallocation – Lower Interest Loans**

119. Answering Paragraph 119 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

120. Answering Paragraph 120 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

121. Answering Paragraph 121 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**V. DEFENDANTS SYSTEMATICALLY CHARGE ARTIFICIALLY INFLATED MINIMUM INTEREST PAYMENTS.**

122. Answering Paragraph 122 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

123. Answering Paragraph 123 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student

loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

124. Answering Paragraph 124 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

125. Answering Paragraph 125 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**VI. DEFENDANTS DELIBERATELY MISAPPLY CAPITALIZED INTEREST.**

126. Answering Paragraph 126 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required; to the extent a response is required, Navient Corp. states that statements on Navient's website speak for themselves and denies any allegations that are inconsistent therewith.

127. Answering Paragraph 127 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

128. Answering Paragraph 128 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

129. Answering Paragraph 129 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Ibrahim – Misapplied Capitalized Interest**

130. Answering Paragraph 130 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Pereira – Misapplied Capitalized Interest**

131. Answering Paragraph 131 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

132. Answering Paragraph 132 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Amores – Misapplied Capitalized Interest**

133. Answering Paragraph 133 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**Plaintiff Baxi – Misapplied Capitalized Interest**

134. Answering Paragraph 134 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

135. Answering Paragraph 135 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**VII. DEFENDANTS' REPAYMENT SYSTEM AND CUSTOMER SERVICE IS DESIGNED TO HINDER REPAYMENT AND IMPEDE DISCOVERY OF ERRORS.**

136. Answering Paragraph 136 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

137. Answering Paragraph 137 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student

loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

138. Answering Paragraph 138 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required; however, to the extent a response is required, Navient Corp. states that Navient's online portal help center speaks for itself and denies any allegations that are inconsistent therewith.

139. Answering Paragraph 139 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

140. Answering Paragraph 140 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

141. Answering Paragraph 141 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of



the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

142. Answering Paragraph 142 of the Complaint, Navient Corp. states that it is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth therein and, on that basis, denies each and every allegation set forth therein. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

143. Answering Paragraph 143 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**VIII. DEFENDANTS' CONCEAL INFORMATION REGARDING PLAINTIFFS' LOANS.**

144. Answering Paragraph 144 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

145. Answering Paragraph 145 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

146. Answering Paragraph 146 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

147. Answering Paragraph 147 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

148. Answering Paragraph 148 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

149. Answering Paragraph 149 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**IX. DEFENDANTS' MONTHLY STATEMENTS ARE DECEPTIVE AND MISLEADING.**

150. Answering Paragraph 150 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

151. Answering Paragraph 151 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

152. Answering Paragraph 152 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

153. Answering Paragraph 153 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

154. Answering Paragraph 154 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

155. Answering Paragraph 155 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

156. Answering Paragraph 156 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

157. Answering Paragraph 157 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

158. Answering Paragraph 158 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

159. Answering Paragraph 159 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

160. Answering Paragraph 160 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

161. Answering Paragraph 161 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

162. Answering Paragraph 162 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

163. Answering Paragraph 163 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

164. Answering Paragraph 164 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

165. Answering Paragraph 165 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

166. Answering Paragraph 166 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

167. Answering Paragraph 167 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

168. Answering Paragraph 168 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.

Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**X. DEFENDANTS PROMOTE THE USE OF COSIGNERS, BUT DELIBERATELY HINDER THEIR RELEASE AS PROMISED.**

169. Answering Paragraph 169 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

170. Answering Paragraph 170 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

171. Answering Paragraph 171 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

172. Answering Paragraph 172 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student



loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

173. Answering Paragraph 173 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required; however, to the extent a response is required, Navient Corp. states that Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith.

174. Answering Paragraph 174 of the Complaint, Navient Corp. denies the allegations set forth therein.

175. Answering Paragraph 175 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

176. Answering Paragraph 176 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

177. Answering Paragraph 177 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

178. Answering Paragraph 178 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required; to the extent a response is required, Navient Corp. states that Navient's website speaks for itself and denies any allegations that are inconsistent therewith.

179. Answering Paragraph 179 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

180. Answering Paragraph 180 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

181. Answering Paragraph 181 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

182. Answering Paragraph 182 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

183. Answering Paragraph 183 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

184. Answering Paragraph 184 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

185. Answering Paragraph 185 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

186. Answering Paragraph 186 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

187. Answering Paragraph 187 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

188. Answering Paragraph 188 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

189. Answering Paragraph 189 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

190. Answering Paragraph 190 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

**XI. DEFENDANTS PROMOTED A BOGUS LOYALTY INCENTIVE PROGRAM WHICH DID LITTLE TO NOTHING TO LOWER STUDENT LOANS.**

191. Answering Paragraph 191 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Navient Corp. further states that it did not operate the UPromise program and is therefore without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 191 and, on that basis, denies each and every allegation set forth therein.

192. Answering Paragraph 192 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Navient Corp. further states that it did not operate the UPromise program and is therefore without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 192 and, on that basis, denies each and every allegation set forth therein.

193. Answering Paragraph 193 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Navient Corp. further states that it did not operate the UPromise program and is therefore without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 193 and, on that basis, denies each and every allegation set forth therein.

194. Answering Paragraph 194 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Navient Corp. further states that it did not operate the UPromise program and is therefore without sufficient knowledge or information to form a belief as to the

truth of the allegations set forth in Paragraph 194 and, on that basis, denies each and every allegation set forth therein.

195. Answering Paragraph 195 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Navient Corp. further states that it did not operate the UPromise program and is therefore without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 195 and, on that basis, denies each and every allegation set forth therein.

196. Answering Paragraph 196 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Navient Corp. further states that it did not operate the UPromise program and is therefore without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 196 and, on that basis, denies each and every allegation set forth therein.

197. Answering Paragraph 197 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Navient Corp. further states that it did not operate the UPromise program and is

therefore without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 197 and, on that basis, denies each and every allegation set forth therein.

**XII. NAVIENT'S OFFICE OF THE CUSTOMER ADVOCATE IS MERELY AN IMITATION OF ITS CUSTOMER SERVICE.**

198. Answering Paragraph 198 of the Complaint, Navient Corp. states that the Form 10-K Annual Reports speak for themselves and denies any allegations that are inconsistent therewith.

199. Answering Paragraph 199 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

200. Answering Paragraph 200 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

201. Answering Paragraph 201 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs.



Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

202. Answering Paragraph 202 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

203. Answering Paragraph 203 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

204. Answering Paragraph 204 of the Complaint, Navient Corp. states that it is a holding company, which does not originate, service or collect on student loans and does not have any contractual or other relationship with Plaintiffs. Except as expressly stated, Navient Corp. denies each and every other allegation set forth therein.

### **XIII. CLASS ALLEGATIONS.**

#### **A. Nationwide Class Definition**

205. Paragraph 205 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 205.

#### **B. State Subclass Definitions**

206. Paragraph 206 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 206.

207. Paragraph 207 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 207.

208. Paragraph 208 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 208.

209. Paragraph 209 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 209.

210. Answering Paragraph 210 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

211. Answering Paragraph 211 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

**C. Fed. R. Civ. P. 23 Requirements**

212. Answering Paragraph 212 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

213. Answering Paragraph 213 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

214. Answering Paragraph 214 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

215. Answering Paragraph 215 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

216. Answering Paragraph 216 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

217. Answering Paragraph 217 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

### **CAUSES OF ACTION**

#### **COUNT I COMMON LAW FRAUD**

218. Navient Corp. incorporates its foregoing responses as though fully stated herein.

219. Answering Paragraph 219 of the Complaint, Navient Corp. denies the allegations set forth therein.

220. Answering Paragraph 220 of the Complaint, Navient Corp. denies the allegations set forth therein.

221. Answering Paragraph 221 of the Complaint, Navient Corp. denies the allegations set forth therein.

222. Answering Paragraph 222 of the Complaint, Navient Corp. denies the allegations set forth therein.

223. Answering Paragraph 223 of the Complaint, Navient Corp. denies the allegations set forth therein.

224. Answering Paragraph 224 of the Complaint, Navient Corp. denies the allegations set forth therein.

**COUNT II**  
**NEW JERSEY CONSUMER FRAUD ACT**  
**N.J. STAT. ANN. §§ 56:8-1, ET SEQ.**

225. Navient Corp. incorporates its foregoing responses as though fully stated herein.

226. Paragraph 226 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 226.

227. Answering Paragraph 227 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

228. Answering Paragraph 228 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

229. Answering Paragraph 229 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

230. Answering Paragraph 230 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

231. Answering Paragraph 231 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

232. Answering Paragraph 232 of the Complaint, Navient Corp. denies the allegations set forth therein.

233. Answering Paragraph 233 of the Complaint, Navient Corp. denies the allegations set forth therein.

234. Answering Paragraph 234 of the Complaint, Navient Corp. denies the allegations set forth therein.

235. Answering Paragraph 235 of the Complaint, Navient Corp. denies the allegations set forth therein.

236. Answering Paragraph 236 of the Complaint, Navient Corp. denies the allegations set forth therein.

237. Answering Paragraph 237 of the Complaint, Navient Corp. denies the allegations set forth therein.

238. Answering Paragraph 238 of the Complaint, Navient Corp. denies the allegations set forth therein.

239. Answering Paragraph 239 of the Complaint, Navient Corp. denies the allegations set forth therein.

240. Answering Paragraph 240 of the Complaint, Navient Corp. denies the allegations set forth therein.

241. Answering Paragraph 241 of the Complaint, Navient Corp. denies the allegations set forth therein.

242. Answering Paragraph 242 of the Complaint, Navient Corp. denies the allegations set forth therein.

243. Answering Paragraph 243 of the Complaint, Navient Corp. denies the allegations set forth therein.

244. Answering Paragraph 244 of the Complaint, Navient Corp. denies the allegations set forth therein.

245. Answering Paragraph 245 of the Complaint, Navient Corp. denies the allegations set forth therein.

**COUNT III**  
**DELAWARE CONSUMER FRAUD ACT**  
**DEL. CODE. ANN. §§ 2511. ET SEQ.**

246. Navient Corp. incorporates its foregoing responses as though fully stated herein.

247. Paragraph 247 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 247.

248. Answering Paragraph 248 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, denies the allegations.

249. Answering Paragraph 249 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

250. Answering Paragraph 250 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

251. Answering Paragraph 251 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

252. Answering Paragraph 252 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

253. Answering Paragraph 253 of the Complaint, Navient Corp. denies the allegations set forth therein.



254. Answering Paragraph 254 of the Complaint, Navient Corp. denies the allegations set forth therein.

255. Answering Paragraph 255 of the Complaint, Navient Corp. denies the allegations set forth therein.

256. Answering Paragraph 256 of the Complaint, Navient Corp. denies the allegations set forth therein.

257. Answering Paragraph 257 of the Complaint, Navient Corp. denies the allegations set forth therein.

258. Answering Paragraph 258 of the Complaint, Navient Corp. denies the allegations set forth therein.

259. Answering Paragraph 259 of the Complaint, Navient Corp. denies the allegations set forth therein.

260. Answering Paragraph 260 of the Complaint, Navient Corp. denies the allegations set forth therein.

261. Answering Paragraph 261 of the Complaint, Navient Corp. denies the allegations set forth therein.

262. Answering Paragraph 262 of the Complaint, Navient Corp. denies the allegations set forth therein.

**COUNT IV**  
**FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**FLA. STAT. ANN. §§ 201.201, ET SEQ.**

263. Navient Corp. incorporates its foregoing responses as though fully stated herein.

264. Paragraph 264 consists of allegations to which no response is required as they are not directed to Navient Corp., and otherwise Navient Corp. denies the allegations in Paragraph 264.

265. Answering Paragraph 265 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

266. Answering Paragraph 266 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

267. Answering Paragraph 267 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

268. Answering Paragraph 268 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

269. Answering Paragraph 269 of the Complaint, Navient Corp. denies the allegations set forth therein.

270. Answering Paragraph 270 of the Complaint, Navient Corp. denies the allegations set forth therein.

271. Answering Paragraph 271 of the Complaint, Navient Corp. denies the allegations set forth therein.

272. Answering Paragraph 272 of the Complaint, Navient Corp. denies the allegations set forth therein.

273. Answering Paragraph 273 of the Complaint, Navient Corp. denies the allegations set forth therein.

274. Answering Paragraph 274 of the Complaint, Navient Corp. denies the allegations set forth therein.

275. Answering Paragraph 275 of the Complaint, Navient Corp. denies the allegations set forth therein.

276. Answering Paragraph 276 of the Complaint, Navient Corp. denies the allegations set forth therein.

**COUNT V**  
**NEW YORK CONSUMER PROTECTION FROM DECEPTIVE ACTS AND**  
**PRACTICES LAW**  
**N.Y. GEN. BUS. LAW §§ 349, ET SEQ.**

277. Navient Corp. incorporates its foregoing responses as though fully stated herein.

278. Answering Paragraph 278 of the Complaint, Navient Corp. states that Plaintiffs purport to bring this claim for themselves and supposed classes of borrowers.

279. Answering Paragraph 279 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

280. Answering Paragraph 280 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

281. Answering Paragraph 281 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

282. Answering Paragraph 282 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

283. Answering Paragraph 283 of the Complaint, Navient Corp. states that this paragraph contains legal conclusions to which no response is required. To the extent a response is required, Navient Corp. denies the allegations.

284. Answering Paragraph 284 of the Complaint, Navient Corp. denies the allegations set forth therein.

285. Answering Paragraph 285 of the Complaint, Navient Corp. denies the allegations set forth therein.

286. Answering Paragraph 286 of the Complaint, Navient Corp. denies the allegations set forth therein.

287. Answering Paragraph 287 of the Complaint, Navient Corp. denies the allegations set forth therein.

288. Answering Paragraph 288 of the Complaint, Navient Corp. denies the allegations set forth therein.

289. Answering Paragraph 289 of the Complaint, Navient Corp. denies the allegations set forth therein.

290. Answering Paragraph 290 of the Complaint, Navient Corp. denies the allegations set forth therein.

291. Answering Paragraph 291 of the Complaint, Navient Corp. denies the allegations set forth therein.

292. Answering Paragraph 292 of the Complaint, Navient Corp. denies the allegations set forth therein.

293. Answering Paragraph 293 of the Complaint, Navient Corp. denies the allegations set forth therein.

294. Answering Paragraph 294 of the Complaint, Navient Corp. states that Plaintiffs purport to seek relief on the asserted claim.

**COUNT VI**  
**BREACH OF FIDUCIARY DUTY**

295. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

296. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

297. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

298. Pursuant to the Court's July 8, 2021 Order, this allegation has been stricken. Accordingly, no response is required.

**PRAYER FOR RELIEF**

Answering the Prayer for Relief, Navient Corp. denies that Plaintiffs are entitled to any of the relief set forth in the Prayer for Relief.

**JURY DEMAND**

Answering the Jury Demand, Navient Corp. states that Plaintiffs demand a trial by jury.

**DEFENDANT'S GENERAL DENIAL**

To the extent not expressly admitted herein, Navient Corp. denies all of the allegations in Plaintiffs' Complaint.

## **AFFIRMATIVE DEFENSES**

Without assuming the burden of proof where it otherwise lies with Plaintiffs, Navient Corp. asserts the following affirmative defenses:

### **FIRST AFFIRMATIVE DEFENSE**

(Failure to State a Claim)

The Complaint fails to set forth facts sufficient to state a claim against Navient Corp.

### **SECOND AFFIRMATIVE DEFENSE**

(Lack of Standing)

The Complaint is barred because Navient Corp. did not engage in servicing Plaintiffs' student loans, and has no contractual or other relationship with them. Plaintiffs did not suffer an injury in fact based on any conduct by Navient Corp.

### **THIRD AFFIRMATIVE DEFENSE**

(Reservation of Rights)

Navient Corp. expressly reserves the right to assert such other and further affirmative defenses as may be appropriate.

WHEREFORE, Navient Corp. requests the following relief:

1. Plaintiffs and the supposed class members take nothing by virtue of the Complaint;
2. The claims asserted against Navient Corp. in the Complaint be dismissed with prejudice;

3. For judgment to be entered against Plaintiffs and the supposed class members and in favor of Navient Corp.;

4. That Navient Corp. be awarded its attorneys' fees and costs incurred in this action, and any other amounts recoverable under law; and

5. That this Court grant Navient Corp. such other relief that this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Navient Corp. demands a trial by jury on all counts.

Dated: August 26, 2021

**GREENBERG TRAURIG, LLP**

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*Attorneys for Defendants Navient Corporation and Navient Solutions, LLC*